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Clerk, U.S. District Court
District Of Montana
Billings

**ATTORNEY FOR PLAINTIFF
UNITED STATES OF AMERICA**

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MONTANA
GREAT FALLS DIVISION**

UNITED STATES OF AMERICA,

Plaintiff,

vs.

**BRUCE HAROLD SUNCHILD and
SHAD JAMES HUSTON,**

Defendants.

CR 14 - 47 -GF-BMM

INDICTMENT

**CONSPIRACY TO EMBEZZLE MONIES
BELONGING TO AN INDIAN TRIBAL
ORGANIZATION (Count I)**

Title 18 U.S.C. § 371

**(Penalty: Five years imprisonment, \$250,000
fine, and three years of supervised release)**

**THEFT FROM AN INDIAN TRIBAL
ORGANIZATION (Count II)**

Title 18 U.S.C. §§ 1163, 2

**(Penalty: Five years imprisonment, \$250,000
fine, and three years of supervised release)**

**BRIBERY/OFFERING
(Count III)**

Title 18 U.S.C. §§ 666(a)(2), 2

**(Penalty: Ten years imprisonment, \$250,000
fine, and three years of supervised release)**

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| | BRIBERY/ACCEPTING Title 18 U.S.C. §§ 666(a)(1)(B) (Counts IV, VI) (Penalty: Ten years imprisonment, \$250,000 fine, and three years of supervised release) THEFT FROM AN INDIAN TRIBAL GOVERNMENT RECEIVING FEDERAL FUNDING (Count V) Title 18 U.S.C. §§ 666(a)(1)(A), 2 (Penalty: Ten years imprisonment, \$250,000 fine, and three years of supervised release) |
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THE GRAND JURY CHARGES:

INTRODUCTION

At all times relevant to this Indictment:

1. The Chippewa Cree Tribe of the Rocky Boy's Indian Reservation was a federally recognized tribe located in north central Montana whose affairs were governed by the Chippewa Cree Business Committee and whose government was located at Box Elder, Montana.
2. On June 15, 2010, flooding and resulting soil movement destroyed the Na-Toos Health Clinic, also known as the Rocky Boy's Health Clinic, a medical facility serving the Chippewa Cree tribal community.
3. Between September 2010 and December 2012, the Chippewa Cree Tribe of Rocky Boy's Indian Reservation, received approximately \$11.6 million in federal funding from the Department of Homeland Security through the Federal

Emergency Management Agency (FEMA) to assist in the recovery from significant flood damage caused to the tribal community in the summer of 2010.

4. The Chippewa Cree Tribe collected approximately \$25 million in insurance proceeds based on the loss of the Rocky Boy's Health Clinic.

5. Defendant BRUCE HAROLD SUNCHILD was the Chairman of the Chippewa Cree Business Committee, Chairman of the Board of Directors for the Chippewa Cree Construction Corporation, a member of the Board of Directors of the Rocky Boy Health Board, and a tribal government official authorized to approve the expenditure of tribal funds.

6. Defendant SHAD JAMES HUSTON was a Havre, Montana, businessman who controlled, either exclusively or jointly, the business affairs and financial accounts of K & N Consulting, LLC, TMP Services, LLC, Huston Leasing, LLP, Wild Horse Ridge Enterprises, LLP, Leon's Finance, Inc., that business known as Big Sky Pawn, and Leon's Pawn and Rental, Inc., and that business known as Leon's Buy and Sell.

COUNT I THE CONSPIRACY

That from on or about December 15, 2011, and continuing thereafter until on or about February 2, 2012, at Havre, in the State and District of Montana, and other places, the defendants, BRUCE HAROLD SUNCHILD and SHAD JAMES HUSTON, with each other and with Tony James Belcourt, K & N Consulting, LLC,

Ingin Enterprises, LLC, and other persons, to the Grand Jury both known and unknown, did knowingly and intentionally conspire, confederate, and agree to commit an offense against the laws of the United States, that is, to embezzle, knowingly convert to their use and the use of another, willfully misapply and willfully permit to be misapplied, more than \$1,000 worth of the goods, assets, and property of the Chippewa Cree Tribe of the Rocky Boy's Indian Reservation, an Indian tribal organization, and under the care, custody, and control of any employee and agent of the Chippewa Cree Tribe, in violation of 18 U.S.C. § 1163.

THE OBJECTS OF THE CONSPIRACY

The objectives of the conspiracy were varied, but included the following:

To extract monies and funds from the Chippewa Cree Tribe for the benefit of Tony James Belcourt, and others, through a payment to K & N Consulting, LLC, a business entity controlled by SHAD JAMES HUSTON, which would then be followed soon thereafter with a payment or payments made back to Tony James Belcourt, for his own personal use and benefit.

To enrich SHAD JAMES HUSTON and the businesses he owned or controlled, over time, with lucrative tribal contracts and prompt payments with the understanding that payments would be made, directly and indirectly, back to Chippewa Cree tribal government officials and agents for their own personal use and enrichment.

OVERT ACTS

In furtherance of the conspiracy, and to affect the objects thereof, the conspirators committed, among others, the following overt acts.

1. On December 20, 2011, BRUCE HAROLD SUNCHILD and Tony James Belcourt authorized a \$300,000 Chippewa Cree Tribe payment to K & N Consulting and SHAD JAMES HUSTON for preparation of claims.

2. On December 21, 2011, Tony James Belcourt, using insurance proceeds belonging to the Chippewa Cree Tribe on deposit at First Interstate Bank in Havre, purchased and caused to be purchased a cashier's check in the amount of \$300,000.

3. On December 22, 2011, SHAD JAMES HUSTON deposited a \$300,000 cashier's check into the account of K & N Consulting at Independence Bank.

4. On December 23, 2011, SHAD JAMES HUSTON issued a check drawn on the account of K & N Consulting payable to Leon's Finance, Inc. in the amount of \$24,977.

5. On or about December 23, 2011, SHAD JAMES HUSTON deposited the check to his Leon's Finance account from K & N Consulting and used the proceeds to purchase a \$24,997 cashier's check payable to Tilleman Motors.

6. On or about December 23, 2011, SHAD JAMES HUSTON delivered a 2009 Chevrolet Suburban to BRUCE HAROLD SUNCHILD.

7. Between on or about December 23, 2011 and February 2, 2012, BRUCE HAROLD SUNCHILD, or others acting on his behalf, caused the title to a 2009 Chevrolet Suburban to be transferred from Ingin Enterprises, LLC, and Tony James Belcourt, to his daughter, Dawn Sophia Gamble.

All in violation of 18 U.S.C. § 371.

COUNT II

That between on or about December 15, 2011, and continuing thereafter until on or about February 2, 2012, at Box Elder and Havre, and elsewhere, in the State and District of Montana, the defendant, BRUCE HAROLD SUNCHILD, did embezzle, knowingly convert to his use and the use of another, willfully misapply and willfully permit to be misapplied, more than \$1,000 worth of the goods, assets, and property of the Chippewa Cree Tribe of the Rocky Boy's Indian Reservation, an Indian tribal organization, that is, the defendant, BRUCE HAROLD SUNCHILD, approved a \$300,000 payment of tribal funds to K & N Consulting, LLC, well knowing that the money was not a legitimate obligation of the Chippewa Cree Tribe owed to K & N Consulting, LLC, and that the money, or a substantial portion of it, would be immediately transferred by Shad James Huston and K & N Consulting to

Tony James Belcourt for his personal use, benefit, and enrichment, in violation of 18 U.S.C. § 1163.

At all times relevant to this Count of the Indictment, the defendants, SHAD JAMES HUSTON, K & N Consulting, LLC, and Tony James Belcourt, did knowingly and intentionally aid, abet, command, and procure the commission of the crime alleged above, in violation of 18 U.S.C. § 2.

COUNT III

That on or about December 23, 2011, at Havre, in the State and District of Montana, and other places, the defendant, SHAD JAMES HUSTON, did corruptly offer, give, and offer to give, a thing of value to Bruce Harold Sunchild, with the intent to influence and reward Bruce Harold Sunchild, then the Chairman of the Chippewa Cree Business Committee, an agency of Indian tribal government, in connection with any business, transaction, and series of transactions involving \$5,000 or more, that is, the defendant, SHAD JAMES HUSTON, in order to assist Tony James Belcourt in the transfer of \$300,000 in tribal insurance funds to K & N Consulting, paid \$24,977, more or less, to clear the title of Tony James Belcourt's 2009 Chevrolet Suburban so that it could be transferred to Bruce Harold Sunchild, to secure his signature and support for the transfer of the \$300,000 to SHAD JAMES HUSTON, K & N Consulting, and ultimately, in whole or in substantial part, to Tony James Belcourt, in violation of 18 U.S.C. §§ 666(a)(2).

COUNT IV

That on or about December 23, 2011, at Havre, and other places, in the State and District of Montana, the defendant, BRUCE HAROLD SUNCHILD, then the Chairman of the Chippewa Cree Business Committee, an agency of Indian tribal government, did corruptly accept and agree to accept a thing of value from Shad James Huston and Tony James Belcourt, with the intent to be influenced and rewarded in connection with a transaction and series of transactions of the Chippewa Cree Tribe, of a value of \$5,000 or more, that is, the defendant, BRUCE HAROLD SUNCHILD, having authorized and approved the payment of \$300,000 in tribal insurance monies to K & N Consulting, LLC, then and there well knowing that the payment was not a business obligation of the Tribe owed to K & N Consulting, LLC, and that the payment, in whole or in part, was going to be kicked back to Tony James Belcourt, requested and received a 2009 Chevrolet Suburban, which was later titled in the name of his daughter, in violation of 18 U.S.C. § 666(a)(1)(B).

COUNT V

That on or about October 18, 2012, at Box Elder, and elsewhere, in the State and District of Montana, the defendant, BRUCE HAROLD SUNCHILD, then the Chairman of the Chippewa Cree Business Committee and Chairman of the Board of Directors for the Chippewa Cree Construction Corporation, an agency of Indian tribal government, did intentionally embezzle, misapply, and cause to be

misapplied, and did knowingly obtain by fraud and cause to be obtained by fraud, and otherwise without authority converted to his own use and the use of another, property valued at \$5,000 or more and under the care, custody, and control of the Chippewa Cree Construction Corporation, an agency of the Chippewa Cree Tribe, that is, the defendant, BRUCE HAROLD SUNCHILD, with the assistance of Shad James Huston, Tony James Belcourt, and another tribal councilman, Tribal Councilman A, whose identity is known to the Grand Jury, authorized and approved a payment of \$27,200 from the account of the Chippewa Cree Construction Corporation to TMP Services, LLC, then and there well knowing that the invoice upon which the payment was provided was false and fraudulent and designed to extract tribal funds so that a portion of the proceeds could be provided to BRUCE HAROLD SUNCHILD, in violation of 18 U.S.C. § 666(a)(1)(A).

At all times relevant to this Count of the Indictment, the defendant, SHAD JAMES HUSTON, TMP Services LLC, Tony James Belcourt, and Tribal Councilman A, did knowingly and intentionally aid and abet the commission of the crime alleged above, in violation of 18 U.S.C. § 2.

COUNT VI

That on or about October 19, 2012, at Box Elder, and other places, in the State and District of Montana, the defendant, BRUCE HAROLD SUNCHILD, then the Chairman of the Chippewa Cree Business Committee and Chairman of the Board of

Directors for the Chippewa Cree Construction Corporation, an agency of Indian tribal government, did corruptly accept and agree to accept a thing of value from Shad James Huston and TMP Services, LLC, with the intent to be influenced and rewarded in connection with a transaction and series of transactions of the Chippewa Cree Tribe, of a value of \$5,000 or more, that is, the defendant, BRUCE HAROLD SUNCHILD, having authorized and approved the payment of \$27,200 in tribal insurance monies to TMP Services, LLC, then and there well knowing that the payment was not a business obligation of the Tribe owed to TMP Services, LLC, and that the payment, requested and received a payment of \$15,000 from Shad James Huston, in violation of 18 U.S.C. § 666(a)(1)(B).

A TRUE BILL.


FOREPERSON



MICHAEL W. COTTER
United States Attorney



JOSEPH E. THAGGARD
Criminal Chief Assistant U.S. Attorney

*7/24/14 @ 10:00 am
before Judge Strong
in CF*

Crim. Summons ☒ Huston
Warrant: ☒ Sunchild
Bail: _____